METROPOLITAN TRANSIT SYSTEM
AND NORTH COUNTY TRANSIT DISTRICT

JOINT RIGHT OF ENTRY PERMIT
INSURANCE REQUIREMENTS

1. GENERAL

Prior to beginning work, Permittee shall have provided MTS with satisfactory certification by a properly qualified representative of the Insurer(s) that the Permittee's insurance complies with this section.

Permittee shall include a short description of the project (type of work and location) and the MTS Document number, if available, on all insurance-related correspondence, i.e., the insurance certificate itself.

Permittee shall name the following as the Certificate Holder:

Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

2. INSURANCE

2.1. General Liability

Coverage for commercial general liability shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).

Limits shall be no less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply to the Right-of-Way (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Board) or the general aggregate limit shall be twice the required occurrence limit.

The policy shall cover bodily injury (including death) and property damage liability, owned and non-owned equipment, and blanket contractual liability.

2.2. Railroad Protective Liability

Railroad Protective Liability Insurance covering the operations performed by Permittee or any subcontractor of Permittee within fifty (50) feet vertically or horizontally of railroad tracks.

The AAR-AASHTO (ISO/RIMA) Occurrence Form (claims-made forms are unacceptable) shall be issued in the names of the NCTD, SDNR, MTS, SDTI, SDTC, BNSF, Transit America, and AMTRAK.

The Railroad Protective Liability Insurance policy shall have limits of liability as directed by NCTD, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. An annual aggregate shall apply per NCTD.

The original Railroad Protective Liability Insurance Policy must be submitted to NCTD prior to any entry upon the right-of-way.

2.3. Automobile Liability

Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto).

Limits shall be not less than one million dollars ($1,000,000) for bodily injury and property damage each accident limit.

The insurance shall indemnify against loss from liability imposed by law for damages on account of bodily injury, property damage, and personal injury. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

2.4. Workers' Compensation and Employer's Liability Insurance

Permittee shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the Right-of-Way, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Permittee shall provide employers liability insurance in the amount of not less than one million dollars ($1,000,000) per accident for bodily injury and disease. By his/her signature hereunder, Permittee certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions in connection with any work performed on the Site. Any persons providing services with or on behalf of Permittee shall be covered by workers' compensation (or qualified self-insurance).

2.5. Required Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

NCTD, SDNR, MTS, SDTI, SDTC, BNSF, Transit America, AMTRAK, their directors, officers, employees, contractors, agents or authorized volunteers are to be named as additional insureds for liability arising out of Permittee’s operations and activities or automobiles owned, leased, hired or borrowed by Permittee. The coverage shall contain no special limitations on the scope of protection afforded to Board, its directors, officers, employees, agents or authorized volunteers.

For any claims arising from Permittee’s operations or activities, Permittee's insurance shall be primary insurance to Board, its directors, officers, employees, contractors, agents or

authorized volunteers. Any insurance, self-insurance or other coverage maintained by Board, its directors, officers, employees, agents or authorized volunteers shall not contribute to it.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Board, its directors, officers, employees, contractors, agents or authorized volunteers.

Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

All policies and coverages shall contain a provision for 30 days written notice by the Insurer(s) to MTS of any cancellation or material reduction of coverage. A ten-day notice is required for non-payment of premium.

2.6. Policy Forms. All of the insurance shall be provided on policy forms and through companies reasonably satisfactory to Board.

2.7. Acceptability of Insurers. All policies required shall be issued by companies who are licensed to do business in the State of California and hold a current policyholder's alphabetic and financial-size category rating of not less than A-VI, in accordance with A.M. Best.

2.8. Evidences and Cancellation of Insurance.

Prior to execution of this Permit, Permittee shall file with Board a certificate of insurance signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include required provisions as set forth in section 8.5. Permittee shall, upon the reasonable demand of Board, deliver to Board such policy or policies of insurance.

Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be amended or canceled, except after thirty (30) days prior written notice by U.S. mail has been given to Board.

2.9. Permittee's Contractors or Subcontractors. Every contractor or subcontractor of Permittee entering upon, using, or performing any work upon the Right-of-way by or on behalf of Permittee shall provide evidence of insurance required under this section prior to entering upon the Right-of-Way.

2.10. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by MTS, SDTI, SD&AE, SD&IV, SDTC, SDNR, NCTD, BNSF, Transit America, and AMTRAK, or their insurance Contractor(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this agreement, including but not limited to the provisions concerning indemnification.

MTS reserves the right to stop Permittee work in the event of material noncompliance with the insurance requirements outlined above.